



defendants state that the remaining allegations are too vague to permit the defendants to respond.

5. Defendants admit the allegations contained in paragraph 5.

#### **Jurisdiction and Venue**

6. Paragraph 6 states legal conclusions to which the defendants are not required to respond.

7. Paragraph 7 states legal conclusions to which the defendants are not required to respond.

8. Paragraph 8 states legal conclusions to which the defendants are not required to respond.

9. Paragraph 9 states legal conclusions to which the defendants are not required to respond.

#### **The Facts**

10. The defendants have insufficient knowledge to admit or deny the allegations contained in paragraph 10 and demand strict proof thereof.

11. The defendants have insufficient knowledge to admit or deny the allegations contained in paragraph 11 and demand strict proof thereof.

12. Defendants have insufficient knowledge to admit or deny the allegations contained in paragraph 12 and demand strict proof thereof.

13. Defendants have insufficient knowledge to admit or deny the allegations contained in paragraph 13 and demand strict proof thereof.

14. Defendants deny the allegations contained in paragraph 14.

15. Defendants Ryobi and One World admit that at some point in time they were made aware of an invention called "SawStop," but deny the remaining allegations contained in paragraph 15. Further answering, Home Depot denies the allegations contained in paragraph 15.

16. Defendants Ryobi and One World admit that at some point they entered into discussions with the inventor of SawStop concerning a licensing of the SawStop technology, but that for various reasons no agreement could be reached; and further answering, One World and Ryobi deny the allegations contained in paragraph 16. Home Depot denies the allegations contained in paragraph 15.

17. Defendants deny the allegations contained in paragraph 17.

18. Defendants Ryobi and One World admit that their table saws do not incorporate a "flesh detection" device, but deny the remaining allegations contained in paragraph 18. Further answering, the defendant Home Depot denies the allegations contained in paragraph 18.

**Count I**  
**(Negligence Against Defendants Ryobi and One World)**

19. Defendants repeat and reallege their answers to paragraphs 1-18 as and for their answer to paragraph 19 of Count I as if fully set forth herein.

20. Defendants deny the allegations contained in paragraph 20.

21. Defendants deny the allegations contained in paragraph 21.

**Count II**  
**(Implied Warranty Against Ryobi and One World)**

22. Defendants repeat and reallege their answers to paragraphs 1-21 as and for their answers to paragraph 22 of Count II, as if fully set forth herein.

23. Defendants deny the allegations contained in paragraph 23.

24. Defendants deny the allegations contained in paragraph 24.

**Count III**  
**(Negligence Against Home Depot)**

25. Defendant Home Depot repeats and realleges its answers to paragraphs 1-24 as and for its answers to paragraph 25 of Count III, as if fully set forth herein.

26. Defendant Home Depot denies the allegations contained in paragraph 26.

27. Defendant Home Depot denies the allegations contained in paragraph 27.

**Count IV**  
**(Implied Warranty Against Home Depot)**

28. Defendant Home Depot repeats and realleges its answers to paragraphs 1-27 as and for its answers to paragraph 28 of Count IV, as if fully set forth herein.

29. Defendant Home Depot denies the allegations contained in paragraph 29.

30. Defendant Home Depot denies the allegations contained in paragraph 30.

**WHEREFORE**, defendants deny that plaintiff is entitled to judgment in any amount and pray that this cause be dismissed with prejudice and with costs and for such other relief as the court deems appropriate.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

The Plaintiff's First Amended Complaint fails to state a cause of action upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

The claims asserted in the Plaintiff's First Amended Complaint are barred by the applicable Statute of Limitations and applicable Statutes of Repose.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiff's First Amended Complaint is barred by the equitable doctrines of laches, waiver, estoppel, accord and satisfaction and unclean hands.

**FOURTH AFFIRMATIVE DEFENSE**

The sole proximate cause of injuries and plaintiff's damages were plaintiff's own actions, negligence and/or comparative fault.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiff, Jaroslaw Wielgus, lacks legal standing/capacity to assert the claims asserted in the Plaintiff's First Amended Complaint.

**SIXTH AFFIRMATIVE DEFENSE**

There is no causal relationship between the allegations asserted in the Plaintiff's First Amended Complaint and Jaroslaw Wielgus's alleged injuries.

**SEVENTH AFFIRMATIVE DEFENSE**

Plaintiff's damages, if any, were caused by third parties over whom Ryobi Technologies, Inc., One World Technologies, Inc., and Home Depot U.S.A., Inc., had no control or any right to control.

**EIGHTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred by the plaintiff's assumption of the risk.

**NINTH AFFIRMATIVE DEFENSE**

The plaintiff or others misused, altered, changed or modified the subject product and this misuse, alteration, change or modification was the proximate and/or contributing cause of the plaintiff's damages, if any.

**TENTH AFFIRMATIVE DEFENSE**

The damages allegedly sustained by the plaintiff were caused by the sole or contributing wrongful or negligent acts, omissions, or breaches of express or implied warranties on the part of the plaintiff and/or other parties, and not by any act, omission or breach of warranty by these defendants.

**ELEVENTH AFFIRMATIVE DEFENSE**

Without relieving the plaintiff of his burden of proof of establishing his injuries or damages, if any, any damages sustained by the plaintiff was proximately caused or contributed to by the intervening or superseding intentional conduct or negligence of third-parties that the plaintiff has not named in this action.

**TWELFTH AFFIRMATIVE DEFENSE**

The plaintiff failed to give proper and prompt notice of any alleged breach of warranty to these answering defendants and, accordingly, any claims based on breach of warranty are barred.

**WHEREFORE**, Ryobi Technologies, Inc., One World Technologies, Inc., and Home Depot U.S.A., Inc., respectfully requests that this Court enter a judgment dismissing Plaintiff's First Amended Complaint in its entirety with prejudice, awarding it costs of suit, attorneys' fees and respectfully requests such other and further relief which the Court deems just and proper.

**JURY DEMAND**

Ryobi Technologies, Inc., One World Technologies, Inc., and Home Depot U.S.A., Inc., hereby request trial by jury on all counts included herein for all issues triable thereto.

Dated: Chicago, Illinois  
May 21, 2008

Respectfully submitted,

JOHNSON & BELL, LTD.

/s/ Robert R. McNamara

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**CERTIFICATE OF SERVICE**

I hereby certify that on May 21, 2008, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all attorneys of record.

/s/ Robert R. McNamara      Bar Number 6194965  
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